

1 BILL NO. S-89-09-//

2 SPECIAL ORDINANCE NO. S-149-89

3 AN ORDINANCE approving Contract FOR  
4 RES. 6129-89, 1989 URBAN ENTERPRISE  
5 ZONE CAPITAL IMPROVEMENTS between  
6 WEIKEL LINE COMPANY and the City of  
7 Fort Wayne, Indiana, in connection  
8 with the Board of Public Works and  
9 Safety.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
11 THE CITY OF FORT WAYNE, INDIANA:

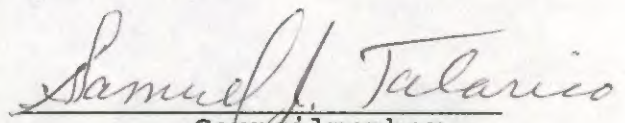
12 SECTION 1. That the Contract FOR RES. 6129-89, 1989  
13 URBAN ENTERPRISE ZONE CAPITAL IMPROVEMENTS by and between  
14 WEIKEL LINE COMPANY and the City of Fort Wayne, Indiana, in  
15 connection with the Board of Public Works and Safety, is  
16 hereby ratified, and affirmed and approved in all respects,  
17 respectfully for:

18 the construction of sidewalks, curbs,  
19 and drainage structure on the north  
20 side of Taylor Street from Phenie  
21 Avenue east to the N&W Railroad  
22 Elevation; also on Broadway from  
23 Taylor Street to Swinney Avenue on the  
24 west side and Taylor to the north  
25 property line of McCulloch Park on the  
26 East;

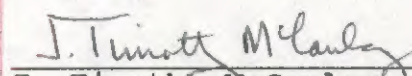
27 involving a total cost of One Hundred Forty Thousand Three  
28 Hundred Seven and 50/100 Dollars (\$140,307.50).

29 SECTION 2. Prior Approval has been requested from  
30 Common Council on August 22, 1989. Two copies of said  
31 Contract are on file with the Office of the City Clerk and  
32 made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force  
and effect from and after its passage and any and all  
necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



CONTRACT NO. 6129-89  
URBAN ENTERPRISE ZONE CAPITAL IMPROVEMENTS

BOARD ORDER NO. 4-89

WORK ORDER NO. 10,768

THIS CONTRACT made and entered into in triplicate this 30<sup>th</sup> day of August, 1989, by and between Weikel Line Co., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

Res. No. 6129-89 Urban Enterprise Zone Capital Improvements

all according to Resolution No. 6129-89, Drawing No. \_\_\_\_\_, Sheets \_\_\_\_\_, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$ 140,307.50. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department



of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

#### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

#### ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-







## ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

## ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 10/31/89 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

## ARTICLE 13: COUNCILMANIC APPROVAL AND EDA APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

## ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

WEIKEL LIVE CO INC  
BY: DON WEIKEL  
Don Weikel, President

BY: DON WALDROP  
Don Waldrop, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Paul Helmke  
Paul Helmke, Mayor

~~BOARD OF PUBLIC WORKS & SAFETY~~

Charles E. Layton  
Director of Public Works

Michael McAlexander  
Director of Public Safety

Douglas M. Lehman  
Director of Administration &  
Finance

ATTEST:

Helen V. Gochenour  
Helen V. Gochenour, Clerk



ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State,  
this 30<sup>th</sup> day of August, 1989, personally appeared the  
within named Don Weikel & Don Waldrup, who being by me first duly  
sworn upon their oaths say that they are the President  
and Secretary respectively, of  
and as such duly authorized to execute the foregoing instrument and  
acknowledged the same as the voluntary act and deed of Weikel Lene  
Company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official  
seal.

Carolyn S. Eschmann  
NOTARY PUBLIC

Carolyn S. Eschmann  
Type or Print Name of Notary

MY COMMISSION EXPIRES: 6-16-91

ACKNOWLEDGMENT

STATE OF INDIANA )

COUNTY OF ALLEN )

SS:

BEFORE ME, a Notary Public, in and for said County and State, this 30<sup>th</sup> day of August, 1989, personally appeared the within named Paul Helmke, Mayor of the City of Fort Wayne; Charles E. Layton, Michael McAlexander, and Douglas E. Lehman, members of the Board of Public Works, City of Fort Wayne, Indiana; and Helen V. Gochenour, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS THEREOF, hereunto subscribed my name, affixed my official seal.

Carolyn S. Eschmann

NOTARY PUBLIC

Carolyn S. Eschmann

Type or Print Name of Notary

My Commission Expires: 6-16-91

Approved by the Common Council of the City of Fort Wayne on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Special Ordinance No. \_\_\_\_\_.



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

THE WEIKEL LINE CO., INC.

(Name of Contractor)

Box 278, Woodburn, IN 46797

(Address of Contractor)

a Corporation hereinafter called  
(Corporation, Partnership, or Individual)

Principal, and UNITED PACIFIC INSURANCE COMPANY  
(Name of Surety)

Federal Way, Washington

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of One Hundred Forty Thousand Three Hundred Seven & 50/100 dollars (\$ 140,307.50) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 22nd day of August, 19 89, for construction of:

Resolution 6129-89 - Taylor Street, 1989 Urban Enterprise Capitol

Improvement

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be



PERFORMANCE BOND -- Page 2

referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. \_\_\_\_\_ Sheet No. \_\_\_\_\_. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the



PERFORMANCE BOND -- Page 3

Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_  
\_\_\_\_\_  
(number) counterparts, each one of which shall be  
deemed an original, this 22nd day of August, 1989.

ATTEST:

Don Waldrop  
(Principal) Secretary

THE WEIKEL LINE CO., INC.  
(Principal)

BY: Don Waldrop (S)  
Donald E. Waldrop, Vice-President

(SEAL)  
Del R. Lagrange  
(Witness as to Principal)  
1721 Magnavox Way, P. O. Box 885  
(Address)

Box 278  
(Address)  
Woodburn, IN 46797

Fort Wayne, IN 46801

UNITED PACIFIC INSURANCE COMPANY  
Surety

ATTEST:

Loni H. And  
(Surety) Secretary

(SEAL)  
Del R. Lagrange  
Witness as to Surety  
1721 Magnavox Way  
P. O. Box 885  
(Address)  
Fort Wayne, IN 46801

BY: Donald R. Rush  
Attorney-in-Fact  
Donald R. Rush  
Federal Way  
(Address)  
Washington

NOTE: Date of Bond must not be prior to date of Contract.  
If Contract is Partnership, all partners should  
execute bond.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

THE WEIKEL LINE CO., INC.

(Name of Contractor)

Box 278, Woodburn, IN 46797

(Address of Contractor)

a Corporation, hereinafter called Principal  
(Corporation, Partnership, or Individual)

and United Pacific Insurance Company

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of One Hundred Forty thousand, three Hundred Seven and 50/100 (Dollars (\$ 140,307.50)) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 22nd day of August, 19 89, for the construction of:

Resolution 6129-89 - Taylor Street, 1989 Urban Enterprise Capitol

improvement

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. Sheet No.. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and



PAYMENT BOND -- Page 2

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed Three  
(number)  
counterparts, each one of which shall be deemed an original,  
this 22nd day of August, 1989.

ATTEST:

  
(Principal) Secretary

(SEAL)

THE WEIKEL LINE CO., INC.

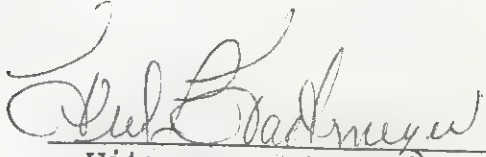
Principal

By  (S)

Donald E. Waldrop, Vice-President

Box 278, Woodburn, IN 46797

(Address)

  
Witness as to Principal

1721 Magnavox Way, P. O. Box 885

(Address)

Fort Wayne, IN 46801

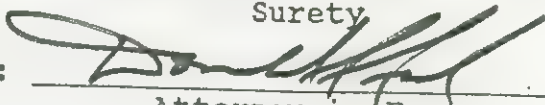
UNITED PACIFIC INSURANCE COMPANY

Surety

ATTEST:

  
(Surety) Secretary

(SEAL)

By:   
Attorney-in-Fact



*[Signature]*

Witness as to Surety  
1721 Magnavox Way, P. O. Box 885  
Fort Wayne, IN 46801  
(Address)

Federal Way

(Address)

Washington

NOTE: Date of Bond must not be prior to Date of Contract.  
If contractor is Partnership, all partners should  
execute bond.

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS

BEFORE ME, a Notary Public, in and for said State, personally  
appeared Donald E. Waldrop, Vice-President,  
(Name) (Title)

and Donald R. Rush, Attorney-in-fact,  
(Name) (Title)

of O'Rourke, Andrews & Maroney, Inc. and

Attorney in Fact, for said United Pacific Insurance Company  
as surety, with both of whom I am personally acquainted, and  
acknowledge that they subscribed their signatures to the above  
and foregoing bond, in their respective official capacities of  
aforesaid.

SUBSCRIBED TO, BEFORE ME, A NOTARY PUBLIC, THIS 22nd DAY OF  
August, 19 89.

*[Signature: Bette L. McKinney]*  
NOTARY PUBLIC  
A Resident of Allen County, IN

Bette L. McKinney  
Type or Print Name of Notary

My Commission Expires:

December 2, 1991



# UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, FEDERAL WAY, WASHINGTON

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmey, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship, \_\_\_\_\_

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

### ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 19 83

UNITED PACIFIC INSURANCE COMPANY

Vice President



STATE OF Pennsylvania }  
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986



Lorraine E. Krimm  
Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 22nd day of August 19 89



Assistant Secretary



Read the first time in full and on motion by Schmidt, seconded by Bru Zanto, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 9-12-89

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Henry, and duly adopted, placed on its passage. PASSED ~~Lost~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>			<u>2</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>				<u>2</u>
<u>GIAQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>				
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 9-26-89

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) \_\_\_\_\_ (APPROPRIATION) \_\_\_\_\_ (GENERAL) \_\_\_\_\_ (SPECIAL) \_\_\_\_\_ (ZONING MAP) \_\_\_\_\_ ORDINANCE RESOLUTION NO. S-149-89 on the 26th day of September, 1989,

Sandra E. Kennedy ATTEST  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Charles S. Reed  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of September, 1989, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 2nd day of October, 1989, at the hour of 1:15 o'clock P. M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



Admn. Appr. \_\_\_\_\_

TITLE OF ORDINANCE Contract for Res. 6129-89, 1989 Urban Enterprise Zone  
Capital Improvements  
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 6129-89, 1989 Urban Enterprise  
Zone Capital Improvements, is for the construction of sidewalks, curbs  
and drainage structure on the north side of Taylor Street from Phenie  
Avenue east to the N&W Railroad Elevation. Also on Broadway from Tayl  
Street to Swinney Avenue on the west side and Taylor to the north  
property line of McCulloch Park on the East. Weikel Line Company is t  
contractor. PRIOR APPROVAL RECEIVED ON AUGUST 22, 1989.

*J-89-05-11*

EFFECT OF PASSAGE Improved conditions as listed above.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$140,307.50

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-89-09-11

REPORT OF THE COMMITTEE ON PUBLIC WORKS

SAMUEL J. TALARICO, CHAIRMAN  
DONALD J. SCHMIDT, VICE CHAIRMAN  
LONG, GIAQUINTA, BURNS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract  
FOR RES. 6129-89, 1989 URBAN ENTERPRISE ZONE CAPITAL  
IMPROVEMENTS between WEIKEL COMPANY and the City of Fort Wayne  
Indiana, in connection with the Board of Public Works and  
Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND  
BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID

(ORDINANCE) (~~RESOLUTION~~) \_\_\_\_\_

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Samuel J. Talarico*

*Charles J. Schmidt*

*Donald J. Brady*

*Don Long*

DATED: *9-26-89*

Sandra E. Kennedy  
City Clerk